

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF HAWAII

PAULETTE VOCAL and)	CV. NO. 07-00046 DAE-BMK
BENJAMIN VOCAL)	
)	
Plaintiffs,)	
)	
vs.)	
)	
FIRST NLC FINANCIAL)	
SERVICES, LLC, dba THE)	
LENDING CENTER, JP MORGAN)	
CHASE BANK, N.A., and CHASE)	
HOME FINANCE, LLC)	
)	
Defendants.)	
)	
<hr/> FIRST NLC FINANCIAL)	
SERVICES, LLC, dba THE)	
LENDING CENTER,)	
)	
Third-Party Plaintiff,)	
)	
vs.)	
)	
FIRST AMERICAN TITLE)	
COMPANY, INC. and FIRST)	
AMERICAN TITLE INSURANCE)	
COMPANY)	
)	
Third-Party Defendants.)	
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**ORDER GRANTING DEFENDANTS JP MORGAN CHASE BANK, N.A.
AND CHASE HOME FINANCE, LLC'S MOTION TO DISMISS**

Pursuant to Local Rule 7.2(d), the Court finds this matter suitable for disposition without a hearing. After reviewing the motion and the joinders thereto, the Court GRANTS Defendant's Motion.

On January 6, 2007, Plaintiffs filed suit seeking damages and recession of a February 2000 mortgage based upon the federal Truth in Lending Act and the Hawaii unfair and deceptive practices statutes. On March 21, 2007, Defendant First NLC Financial Services, LLC, dba the Lending Center ("First NLC") filed a Third-Party Complaint against Third-Party Defendants First American Title Company and First American Title Insurance (collectively, "American Title"), alleging contribution and/or common law indemnity stemming from Plaintiffs' complaint against First NLC.

While settlement negotiations were ongoing, on January 18, 2008, First NLC filed a voluntary Chapter 11 Petition in the United States Bankruptcy court for the Southern District of Florida. Settlement negotiations continued with the help of Magistrate Judge Kurren, but without the participation of First NLC. All parties, except First NLC, reached an agreement. The agreement provides for the dismissal of all claims by and against all parties, with prejudice, with the

parties bearing their own attorneys' fees and costs. The agreement does not involve any payment or other monetary contribution by First NLC. The agreement does involve dismissal of all claims against First NLC and First NLC's claims against Third-Party Defendants. Because claims against First NLC are being dismissed, its claim for contribution or indemnity is rendered moot.

On November 20, 2008, Defendants JP Morgan Chase Bank, N.A. and Chase Home Finance, LLC (collectively "Chase") filed the instant motion to dismiss based upon the settlement agreement reached by all parties except First NLC. (Doc. # 32.) Defendants Chase state that all parties want to implement the settlement agreement as soon as possible, but a court order is necessary, rather than a stipulation signed by all parties, because First NLC is a debtor in bankruptcy.

Third-Party Defendants American Title filed a joinder on November 25, 2008, and Plaintiffs filed a joinder on December 2, 2008. (Docs. ## 35, 37.) First NLC's Bankruptcy Trustee and the Trustee's attorney were informed of the settlement and served with a copy of the instant motion. First NLC's Bankruptcy Trustee informed Defendants Chase's counsel that she approved the motion to dismiss. First NLC has not filed an opposition to the motion to dismiss.

Because all interested parties have agreed to settle the case and because First NLC has not opposed the dismissal of its derivative claims, this

Court HEREBY GRANTS the motion to dismiss. All claims are dismissed with prejudice. All parties to bear their own attorneys' fees and costs.

IT IS SO ORDERED.

DATED: Honolulu, Hawaii, January 6, 2009.





David Alan Ezra
United States District Judge

Paulette Vocal, et al. v. First NLC Financial Servs., et al., CV No. 07-00046 DAE-BMK; ORDER GRANTING DEFENDANTS JP MORGAN CHASE BANK, N.A. AND CHASE HOME FINANCE, LLC'S MOTION TO DISMISS